

RECORDATION NO. 8601- Filed & Recorded  
DEC 8 1976  
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8601-B Filed & Recorded  
DEC 8 1976  
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8601-D Filed & Recorded  
DEC 8 1976  
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8601-A Filed & Recorded  
DEC 8 1976  
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8601-C Filed & Recorded  
DEC 8 1976  
INTERSTATE COMMERCE COMMISSION  
Railroad Car Enterprises  
11 Riggs Road  
Hyattsville, Maryland  
December 6, 1976

6-343A074  
DEC 8 1976  
I.C.C.  
FEE OPERATION BR.  
RECEIVED  
DEC 8 2 44 PM '76  
CC Washington, D. C.

Mr. Robert L. Oswald, Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Mr. Oswald:

Pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, and the regulations of the Interstate Commerce Commission promulgated thereunder, we are transmitting for filing and recording executed counterparts or originals and true and correct copies of the following documents:

- (1) Lease Agreement dated as of December 6, 1976, between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Lessee, and RAILROAD CAR ENTERPRISES, Lessor;
- (2) Conditional Sales Contract dated as of December 6, 1976, between WHITEHEAD & KALES COMPANY, Seller and RAILROAD CAR ENTERPRISES, Buyer;
- (3) Assignment of Conditional Sales Contract dated as of December 6, 1976, by WHITEHEAD & KALES COMPANY, Assignor to Sun Life Insurance Company of America, Assignee, together with Assignee's acceptance of even date therewith.
- (4) Assignment of Lease, dated as of December 6, 1976, from RAILROAD CAR ENTERPRISES, Lessor to SUN LIFE INSURANCE COMPANY OF AMERICA, together with the Lessee's acknowledgement and consent dated as of December 6, 1976, by CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Lessee.

*Copy sent  
James Bremer*

Mr. Robert L. Oswald, Secretary  
December 6, 1976  
Page Two

- (5) Financing and Security Agreement, dated December 6, 1976, between SUN LIFE INSURANCE COMPANY OF AMERICA AND RAILROAD CAR ENTERPRISES;

The names and addresses of the parties to the transaction are listed below under the titles of the documents to which they are parties:

LEASE:

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC  
RAILROAD COMPANY (Lessee)  
746 Union Station Building  
516 West Jackson Boulevard  
Chicago, Illinois 60606

RAILROAD CAR ENTERPRISES (Lessor)  
7411 Riggs Road  
Hyattsville, Maryland

CONDITIONAL SALES CONTRACT:

WHITEHEAD & KALES COMPANY (Seller)  
58 Haltinger Street  
Detroit, Michigan

RAILROAD CAR ENTERPRISES (Buyer)  
7411 Riggs Road  
Hyattsville, Maryland

LOAN AND FINANCING AND SECURITY AGREEMENT:

SUN LIFE INSURANCE COMPANY OF AMERICA (Lender)  
20 South Charles Street  
Baltimore, Maryland

Mr. Robert L. Oswald, Secretary  
December 6, 1976  
Page Three

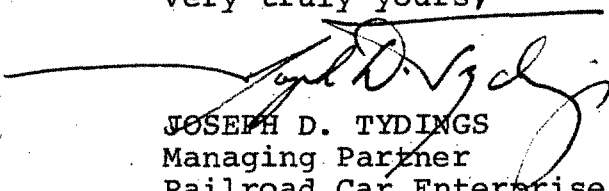
RAILROAD CAR ENTERPRISES (Borrower)  
7411 Riggs Road  
Hyattsville, Maryland

A general description of the equipment covered by the Lease and Conditional Sales Contract is contained in Exhibit A to this letter.

The above-identified documents have not heretofore been recorded with the Interstate Commerce Commission. Please accept for recordation two counterparts of each document, stamp the remaining counterparts with the appropriate recordation number and return them with your fee receipt and letter confirming receipt to my delivering messenger. Please cross-index documents number (2) above under the name of the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY.

The filing and recordation fees in the amount of in respect of these documents are submitted herewith.

Very truly yours,



JOSEPH D. TYDINGS  
Managing Partner  
Railroad Car Enterprises

shk

Enclosures

FINLEY, KUMBLE, WAGNER, HEINE, UNDERBERG & CASEY

1120 CONNECTICUT AVENUE, N.W.

WASHINGTON, D.C. 20036

(202) 857-4000

TELEX: 892415

CABLE: DANKEY

TELECOPIER (202) 857-4119

RECORDATION NO. 8601-5 Filed 1425

JUL 9 1981 -4 05 PM

PARTNERS IN WASHINGTON, D.C. OFFICE FORMERLY MEMBERS OF:

DANZANSKY, DICKEY, TYDINGS, QUINT & GOR

INTERSTATE COMMERCE COMMISSION

FINLEY, KUMBLE, WAGNER, HEINE, UNDERBERG & MANLEY  
2029 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067  
(213) 557-0111  
TELECOPIER (213) 557-0898

425 PARK AVENUE  
NEW YORK, N.Y. 10022  
(212) 371-5900  
TELECOPIER (212) 371-3469

FINLEY, KUMBLE, WAGNER, HEINE & UNDERBERG  
1401 BRICKELL AVENUE  
MIAMI, FLORIDA 33131  
(305) 358-8050  
TELECOPIER (305) 371-3655

WRITER'S DIRECT DIAL  
(202) 857-4462

1-190A131  
HAND DELIVERED

Office of the Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Gentlemen:

No.

Date JUL 09 1981

Fee \$ 20.00

ICC Washington, D.C.

July 9, 1981

Pursuant to the provisions of Section 20c of the Interstate Commerce Act as amended, and the regulations of the Interstate Commerce Commission promulgated thereunder, we are transmitting for filing and recording three executed counterparts of the following document:

Amendment of Lease Agreement dated as of March 27, 1981 between RAILROAD CAR ENTERPRISES, Lessor, and Richard B. Ogilvie, Trustee of the Property of the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Lessee, together with the Assignee's acknowledgement and consent dated as of March 27, 1981 by SUN LIFE INSURANCE COMPANY OF AMERICA.

The names and addresses of the parties to the transaction are listed below:

RAILROAD CAR ENTERPRISES (Lessor)  
Suite 955  
7313 Wisconsin Avenue  
Bethesda, Maryland 20014

CHICAGO, MILWAUKEE, ST. PAUL AND  
PACIFIC RAILROAD COMPANY (Lessee)  
746 Union Station Building  
516 West Jackson Boulevard  
Chicago, Illinois 60606

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JUL 9 4 00 PM '81  
FEDERAL BUREAU OF INVESTIGATION

Office of the Secretary  
July 9, 1981  
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SUN LIFE INSURANCE COMPANY  
OF AMERICA (Assignee)  
20 South Charles Street  
Baltimore, Maryland 21201

A general description of the equipment covered by the enclosed Amendment of Lease Agreement is 50 Tri-Level Auto Racks equipped for General Motors Service.

The above-identified document is an amendment to an original Lease and Assignment of Lease recorded with the Interstate Commerce Commissioner on December 8, 1976 and assigned recordation numbers 8601-B and 8601-C.

Please accept for recordation one counterpart of the enclosed document, stamp the remaining counterparts with the appropriate recordation number and return them with your fee receipt and letter confirming receipt to my delivering messenger.

The filing and recordation fee in the amount of Twenty Dollars (\$20.00) is submitted herewith.

Very truly yours,



ROBERT G. HALL  
For the Firm

RGH:kmh

Encl.

RECORDATION NO. 86011 Filed 1981

JUL 9 1981 -4 05 PM

Amendment of Lease Agreement

INTERSTATE COMMERCE COMMISSION

AMENDMENT OF LEASE AGREEMENT (hereinafter referred to as the "Amendment") made as of March 27, 1981 by and between RAILROAD CAR ENTERPRISES (hereinafter referred to as the "Lessor"), a general partnership organized and existing under the laws of the State of Maryland with offices at Hyattsville, Maryland, and Richard B. Ogilvie, Trustee of the Property of the CHICAGO, MILWAUKEE, ST. PAUL and PACIFIC RAILROAD COMPANY, Debtor (hereinafter referred to as the "Lessee"), with offices in Chicago, Illinois.

W I T N E S S E T H:

WHEREAS, the Lessor and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company have entered into a Lease Agreement (hereinafter referred to as the "Lease Agreement") dated December 6, 1976 for the lease of one-hundred (100) tri-level Auto Racks; and,

WHEREAS, on Decmeber 19, 1977 the Chicago, Milwaukee, St. Paul and Pacific Railroad Company filed a petition for reorganization under Section 77 of the Federal Bankruptcy Act in the U.S. District Court for the Northern district of Illinois, Eastern Division, such petition was duly approved as properly filed by an order signed on December 20, 1977 by said Court, and the Lessee

has been duly qualified as Trustee of the Property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; and

WHEREAS, the Lessor and the Lessee wish to amend the said Lease Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants hereinafter set forth to be kept and performed by the parties, the Lease Agreement is amended as hereinafter set forth:

1. Delivery of Racks

The Lessee shall deliver at its own expense, to BURLINGTON NORTHERN, INC. (hereinafter referred to as the "New Lessee") fifty (50) of the railroad car automobile racks referred to above and more fully described in an attached schedule marked Exhibit A, made a part hereof (hereinafter collectively called the "auto racks" or individually an "auto rack"), such delivery to be made by Lessee to the Paragon Division of Portec, Inc. located at 44000 Grand River, Novi, Michigan 48050 on or before June 1, 1981, or earlier if possible.

2. Risk of Loss

The entire risk of loss with respect to each auto rack shall remain with the Lessee until such auto rack is accepted by the New Lessee pursuant to Section 3 of this Amendment.

3. Acceptance

By a Lease Agreement dated as of February 1, 1981 between the Lessor and the New Lessee, the New Lessee has agreed that upon the delivery of each auto rack, pursuant to Section 1 of this Amendment, the New Lessee will cause an inspector of the New Lessee to inspect the auto rack, and if such auto rack is found to be acceptable, to accept delivery of such auto rack and execute and deliver to the Lessor, a certificate of acceptance and delivery (hereinafter called the Certificate of Delivery), stating that such auto rack has been inspected and accepted on behalf of the New Lessee on the date of such Certificate of Delivery and is marked with certain identifying marks, whereupon such auto rack shall be deemed to have been delivered to and accepted by the New Lessee. A copy of said Certificate of Delivery shall be delivered to the Lessee by the New Lessee. The auto racks will remain subject to all of the terms and conditions of the Lease until accepted pursuant to this Section 3.



4. Lessee's Duties with Respect to Unaccepted Units

With respect to any auto rack delivered by the Lessee to the New Lessee which is found to be unacceptable by the New Lessee because of its physical condition, the Lessee shall take all steps necessary to render such auto rack in the physical condition which the Lessee is required to maintain pursuant to Paragraphs 10 and 11 of the Lease Agreement and thereafter shall redeliver such auto rack to the New Lessee at the location set forth in Section 1 hereof.

5. Representations of Lessee

(a) Lessee represents and warrants that this Amendment of Lease Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding agreement of the Lessee, enforceable in accordance with its terms;

(b) Lessee represents and warrants that auto racks which are the subject of this Agreement will be delivered to the New Lessee free and clear of all liens and encumbrances arising from or through the Lessee or as a result of the failure of the Lessee to comply with the terms and conditions of the Lease.

(c) Lessee represents and warrants that the auto racks will be delivered to the New Lessee attached to the Trailer Train Company flat cars as set forth in Exhibit A and that Lessee will not remove the auto racks from their respective flat cars.

(d) The execution and delivery by the Lessee of this Amendment does not require the consent or approval of, or the giving of notice to any creditor, or to any governmental authority or court having jurisdiction over the Lessee or that if any such notice was required that it has been given.

6. Abatement of Rents

From and including the date of acceptance of an auto rack by the New Lessee, the Lessee shall be released of its obligation to pay rent with respect to each accepted auto rack, in the amount as set forth as follows: \$15.87 per auto rack per day from and including the date of acceptance to and excluding the due date of the Lessee's next quarterly payment, and at the rate of \$1,447.95 per auto rack per quarter beginning on the date of the Lessee's next quarterly payment.

7. Release of Lessee

Upon acceptance of an auto rack by the New Lessee, as required under Section 3 of this Agreement, the Lessee shall be released from all duties and obligations to the Lessor under the Lease Agreement with respect to that auto rack other than payment of rent accrued up to the date of acceptance and other than those duties and obligations set forth in Paragraph 8 of the Lease Agreement, and other than those duties and obligations arising as a result of the representations, warranties and agreements contained in this Amendment.

8. Release of Lessor

Upon acceptance of an auto rack by the New Lessee as required under Section 3 of this Agreement, the Lessor shall be released from all duties and obligations to the Lessee under the Lease Agreement with respect to that auto rack, including the obligation of the Lessor to pay to the Lessee any maintenance fee which may otherwise be required under Paragraph 10 of the Lease Agreement.

9. Law Governing

The terms of this Amendment and all rights and obligations hereunder shall be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

Witness:

RAILROAD CAR ENTERPRISES

Howard A. Levenson

By:

General Partner

Witness:

RICHARD B. OGILVIE, TRUSTEE OF  
THE PROPERTY OF CHICAGO,  
MILWAUKEE, ST. PAUL AND PACIFIC  
RAILROAD COMPANY, DEBTOR

B. Brudnowski

Richard B. Ogilvie, as said Trustee

EXHIBIT A

Current TTX Flatcar Numbers and Rack I.D. Numbers

<u>Trailer Train Flatcar</u>	<u>Rack I.D.</u>
700028	55932-3
802880	55781-2
802884	55747-8
802888	55757-8
802892	55804-5
802904	55741-2
802910	55775-6
803116	55791-2
803121	55810-1
803133	55773-4
850383	55880-1
850384	55876-7
850387	55828-9
850388	55926-7
850389	55928-9
850390	55934-5
850391	55916-7
850392	55894-5
850393	55846-7
850394	55848-9
850395	55918-9
850396	55914-5
850397	55850-1
850398	55906-7
850399	55992-3
850402	55852-3
850404	55898-9
850405	55912-3
850407	55860-1
850408	55920-1
850410	55888-9
850413	55884-5
850414	55858-9
850415	55922-3
850416	55863-9
850417	55854-5
850418	55882-3
850419	55904-5
850420	55862-3
850422	55902-3
850423	55834-5
850425	55864-5
850428	55856-7
850429	55886-7
850432	55842-3
850433	55832-3
850434	55874-5
850435	55866-7
850437	55924-5
850498	55830-1

DISTRICT OF COLUMBIA )  
SS:

On this 26th day of March, 1981, before me personally appeared Joseph D. Tydings, to me personally known, who being by me duly sworn, says that he is the Managing Partner of RAILROAD CAR ENTERPRISES, that the foregoing instrument was signed on behalf of said Partnership and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Partnership.

Alyce Kellogg  
Notary Public

My Commission Expires: 2/29/84

State of Illinois     )  
                              )     SS:  
County of Cook        )

On this 27 day of March, 1981, before me personally appeared Richard B. Ogilvie, to me personally known, who, being by me duly sworn, says that he is Trustee of the Property of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor, and that the foregoing instrument was signed by him not individually but solely as Trustee of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor.

Dona J. Mayan  
Notary Public

My Commission Expires: June 13, 1981

ASSIGNEE'S ACKNOWLEDGEMENT AND CONSENT

The undersigned, Sun Life Insurance Company of America (the "Assignee") as the assignee of a Lease Agreement dated December 6, 1976 by and between Railroad Car Enterprises (the "Lessor") and Chicago, Milwaukee, St. Paul and Pacific Railroad Company (the "Lessee") hereby acknowledges notice of and hereby consents to the foregoing Amendment of Lease Agreement dated as of March 21, 1981 by and between the Lessor and Richard B. Ogilvie, Trustee of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor.

The Assignee further agrees that the execution and implementation of the aforesaid Amendment of Lease Agreement will not result in a default under the terms of (i) the Financing and Security Agreement dated December 6, 1976 by and between the Lessor and the Assignee, (ii) the Conditional Sales Contract dated December 6, 1976 by and between the Lessor and Whitehead and Kales Company which was subsequently assigned to the Assignee, and (iii) the Secured Note in the amount of \$2,872,972.00 dated December 6, 1976 from the Lessor, as maker, to Whitehead and Kales Company, which was subsequently assigned to the Assignee.



This Acknowledgement and Consent shall be binding upon  
the Assignee and its successors and assigns.

ATTEST:

SUN LIFE INSURANCE COMPANY  
OF AMERICA

Joseph B. Silberman

By Robert Strader

[Corporate Seal]

Dated: 4-16-81

State of Maryland )  
County of Baltimore ) SS:

On this 16th day of April, 1981, before me personally appeared C. Robert Strader, to me personally known, who, being by me duly sworn, says that he is President of SUN LIFE INSURANCE COMPANY OF AMERICA, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lou L. Hood  
Notary Public

My Commission Expires: 7-1-82